

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
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Dated: June 03, 2010

Sarah Curley
SARAH S. CURLEY
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-09728

10 **IN THE UNITED STATES BANKRUPTCY COURT**
11 **FOR THE DISTRICT OF ARIZONA**

13 IN RE:

No. 2:10-BK-07172-SSC

14 Cathy Jo Brock
15 Debtor.

Chapter 7

16 BankUnited, Assignee of the FDIC, as Receiver for
17 BankUnited, FSB
18 Movant,

ORDER

(Related to Docket #18)

19 vs.
20 Cathy Jo Brock, Debtor, Jill H. Ford, Trustee.

Respondents.

21
22 Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed
23 Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any,
24 and no objection having been received, and good cause appearing therefore,

25 IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated July 13, 2007 and recorded in the office of the
3 Maricopa County Recorder wherein BankUnited, Assignee of the FDIC, as Receiver for BankUnited,
4 FSB is the current beneficiary and Cathy Jo Brock has an interest in, further described as:

5 A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF THE NORTHWEST
6 QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 6 WEST OF THE GILA AND
7 SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY
8 DESCRIBES AS:

9 COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 25, FROM
10 WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 89 DEGREES
11 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 2642.92 FEET;

12 THENCE SOUTH 0 DEGREES 03 MINUTES 08 SECONDS WEST, ALONG THE EAST
13 LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 1321.54
14 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE
15 NORTHWEST QUARTER OF SAID SECTION 25;

16 THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF
17 680.54 FEET TO THE TRUE POINT OF BEGINNING;

18 THENCE SOUTH 0 DEGREES 02 MINUTES 38 SECONDS WEST, A DISTANCE OF 340.04
19 FEET;

20 THENCE NORTH 89 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF
21 640.49 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF
22 THE NORTHWEST QUARTER OF SAID SECTION 25;

23 THENCE NORTH 0 DEGREES 02 MINUTES 08 SECONDS EAST, ALONG SAID WEST
24 LINE, A DISTANCE OF 340.04 FEET TO THE NORTHWEST CORNER OF THE
25 SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25;

26 THENCE SOUTH 89 DEGREES 58 MINUTES 10 SECONDS EAST, ALONG THE NORTH
LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID
SECTION 25, A DISTANCE OF 640.54 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPT THE EAST 480.36 FEET THEREOF.

IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against Debtor if Debtors personal liability is discharged in this bankruptcy case.

IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter to which the Debtor may convert.